

EXHIBIT F



AUDI PLANO
5930 WEST PLANO PKWY
PLANO, TX

RETAIL PURCHASE AGREEMENT
75093

FORM 5012
STORE# 116

CUST# 2502272
DEAL# 27670
STK# DA088197

(HEREINAFTER REFERRED TO AS "SELLER" OR "DEALER") RETAIL PURCHASE AGREEMENT FOR A MOTOR VEHICLE.

PLEASE ENTER MY PURCHASE ORDER FOR THE FOLLOWING: ☒ NEW ☐ USED ☐ PREVIOUS SHORT TERM LEASE ☐ OTHER

DATE 06/07/2013

DEAL # 27670

SALES #1 HARRIS, AVERY

F & I MGR. FI MANAGER, FI

STOCK # DA088197

CUSTOMER # 2502272

SALES #2

SALES MGR. HUMMEL, JEFFREY T

Purchaser PETER LOWEGARD

Co-Purchaser

Street Address

City RICHARDSON

State TX Zip 75082

Home Phone

Bus. Phone

Cell Phone

E-Mail Address

TPP Number

Year 13	Make Audi	Model Q5	Body Type UT	Vehicle Identification Number WA1LFAFPXDA088197
No. Cyl 4	Engine Size 2.4 Cy	Transmission A	Color SILVER	Mileage 35
TRADE-IN VEHICLE #1				ITEMIZATION OF COSTS
YEAR	MAKE	MODEL	BODY TYPE	SELLING PRICE \$ 45738.18
STOCK #	MILEAGE	<input type="checkbox"/> ACTUAL <input type="checkbox"/> INACCURATE		LESS REBATE TO CUSTOMER - N/A
COLOR/TRIM	VIN			SELLER INSTALLED EQUIPMENT: The following options which have been provided through your dealer, are not products of the manufacturer. Please note the warranty on these items are not through the manufacturer and should the need arise, you should contact your dealer or the vendor that provided the option.
PLATE #	EXP DATE			OPTIONAL ACCESSORIES/PRODUCTS/SERVICES*
BALANCE OWED TO/AMOUNT N/A				
TRADE-IN VEHICLE #2				
YEAR	MAKE	MODEL	BODY TYPE	
STOCK #	MILEAGE	<input type="checkbox"/> ACTUAL <input type="checkbox"/> INACCURATE		
COLOR/TRIM	VIN			
PLATE #	EXP DATE			
BALANCE OWED TO/AMOUNT N/A				
LIENHOLDER / BALANCE OWED INFORMATION #1				
LIENHOLDER				
ADDRESS				
PHONE				
ACCOUNT #				
BALANCE OWED				
ESTIMATE/ACTUAL				
GOOD TILL				
VERIFIED BY				
*OPTIONAL ACCESSORIES/PRODUCTS/SERVICES: You have elected to purchase the optional items listed. The Seller does not require you to purchase any of these items. The Seller may retain all or part of the costs for optional accessories, products, or services as profit. See TERMS AND CONDITIONS on reverse side.				
				TOTAL SELLING PRICE INCLUDING ACCESSORIES = 45738.18
				LESS DISCOUNT - N/A
				TRADE-IN 1 ALLOWANCE - N/A
				TRADE-IN 2 ALLOWANCE - N/A
				TAXABLE TOTAL = 45738.18

**DEALER INVENTORY TAX

TERMS AND CONDITIONS

1. **Terms Used in This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout the Agreement and have particular meanings:
 - a. **Agreement** - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference whether such reference is made in this Agreement or the document itself.
 - b. **You, Your** - Means a Purchaser as shown on this Agreement who is initiating this transaction.
 - c. **We, Us, Our** - Means the Seller/Dealer that is identified on the front side of this Agreement and its Authorized Representatives.
 - d. **Manufacturer** - Means the company that manufactured the Vehicle or chassis.
 - e. **Vehicle** - Means the Vehicle described on the front of this Agreement that You are purchasing from Us.
 - f. **Trade-In Vehicle** - Means the vehicle You are delivering to Us as part of this transaction to be applied against the Selling Price of the Vehicle You are purchasing.
2. In the event the Manufacturer changes or modifies the design of any part or accessory of the Vehicle after Your order for the Vehicle has been entered by Us, You will not have any claim or right against Us if the Vehicle does or does not contain such changes or modifications, nor shall We be required to effect any changes or modifications to the Vehicle.
3. In the event the price to You of the Vehicle ordered is changed by the Manufacturer prior to delivery to You, (i.e., there is an increase in the cost of the Vehicle to Us), We may increase the price of the Vehicle by the same amount and You agree to pay such adjusted price. We may also increase the price of the Vehicle and You agree to pay such adjusted price if You request the addition of new equipment or the addition of new equipment is required by state or federal law or if the price increase is caused by state or federal tax rate changes.
4. You agree that We are not liable for any damages resulting from Our failure to deliver the Vehicle if the failure is caused by an accident, fire, act of nature, supply interruptions, labor disputes, material shortages, war, acts of terror, Vehicle unavailability or any other causes reasonable beyond Our control. This Agreement may be renegotiated or canceled (with full refund of any deposit/partial payment) if the Vehicle is not delivered to You as specified on the front side of this Agreement. If You have delivered a Trade-In Vehicle to Us, the Trade-In Vehicle shall be returned to You, or if the Trade-In Vehicle is not available, refund to You the actual value of the Trade-In Vehicle.
5. Any Trade-In Vehicle delivered by You to Us in connection with this transaction shall be accompanied by a title or documents sufficient to enable Us to obtain a title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to Us is properly titled to You, has never been titled a salvage, junk, rebuilt or lemon buyback vehicle, that the engine block of such Trade-In Vehicle is not cracked and the frame of such Trade-In Vehicle has not suffered any damage whatsoever, the vehicle identification number of such Trade-In Vehicle has not been altered or changed and corresponds to the vehicle identification number which appears on the certificate of title, such Trade-In Vehicle has not suffered any flood or water penetration damage, has never been used in police or taxi service, that You have the right to sell or to otherwise convey such Trade-In Vehicle, the Trade-In Vehicle is not a gray market vehicle, is free and clear of liens or encumbrances except as may be noted on the front side of this Agreement; that all air pollution control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; and, unless You tell Us otherwise that You have not removed equipment from the Trade-In Vehicle and that the odometer reading shown is accurate. If any of the foregoing representations and warranties shall prove untrue or incorrect, We may, at our sole option, retain the Trade-In Vehicle and collect damages or rescind the purchase of the Trade-In Vehicle. You agree that Your failure to comply with this paragraph five (5) will result in Your obligation to deliver to Us the value of the Trade-In Vehicle in cash.
6. If You are delivering a Trade-In Vehicle to Us in connection with this purchase transaction and the delivery will not be made until delivery of the Vehicle being purchased from Us, the Trade-In Vehicle shall be reappraised at the time of redelivery to Us and such reappraised value shall determine the allowance made for such Trade-In Vehicle. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If You are dissatisfied with the reappraisal, You may cancel this Agreement with full refund of any deposit/partial payment provided that the cancellation occurs prior to You taking delivery of the purchased Vehicle.
7. If the value of a Trade-In Vehicle was applied by You against the purchase price of the Vehicle, You understand that the amount allowed for the Trade-In Vehicle may not equate to the actual cash value of the Trade-In Vehicle. In fact, the amount allowed may exceed the actual cash value of Your Trade-In Vehicle. In the event any refund is due to You for such Trade-In Vehicle, Your maximum refund amount will be the actual cash value of the Trade-In Vehicle.
8. You acknowledge and agree that You have given us permission to contact the lienholder on Your Trade-In Vehicle(s) in order to obtain payoff information regarding the Trade-In Vehicle(s) described in this Agreement. You understand that information about Your account(s) is private and that the lienholder(s) may be asked to reveal nonpublic personal information about You to Us. In accordance with federal and state privacy laws, You hereby authorize the lienholder(s) to release Your payoff information to Us and answer any questions that We have.

☐ **USED VEHICLE LIMITED WARRANTY APPLIES.** We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties are limited in duration to the term of the Used Vehicle Limited Warranty.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

Mileage on a new motor vehicle can arise from any of the following: (1) incidental driving at the factory, rail-head, transportation center or port facility, in the ordinary course of testing and/or shipment to the dealer; (2) incidental driving at the dealership by its employees in testing the motor vehicle and/or making it ready for sale; (3) demonstration to our customers; (4) incidental mileage to the locations of outside vendors for the purpose of adding accessories or like items; (5) vehicles driven by dealership personnel as demonstrators; (6) vehicles traded between dealerships and driven from one such location to the other; (7) vehicles stolen or otherwise driven by unauthorized persons and subsequently recovered or returned; and (8) vehicles driven by customers pending a proposed sale which did not result in a final sale and the issuance of title due to (i) a failure to secure financing, or (ii) a change of buying decision by the buyer or the buyer's dissatisfaction due to a perceived or real product complaint. Under some circumstances above, repairs or adjustments to the vehicle may also have resulted. Prior to purchase, you may request and are entitled to see our repair or work orders on this vehicle, if any. Demand that the repair order numbers shown you be listed under "Additional Items" above; or if you are advised there are none, demand that the legend "no prior repair orders on this vehicle exist" be inserted in said space. IF THE MILEAGE ON THE VEHICLE SUBJECT TO THIS PURCHASE AGREEMENT IS NOT ENTIRELY SATISFACTORY TO YOU OR ANY SUCH REQUEST OR DEMAND IS REFUSED OR NOT COMPLIED WITH TO YOUR SATISFACTION, DO NOT BUY THIS VEHICLE.

IMPORTANT ADDITIONAL TERMS AND CONDITIONS ON BACK

PURCHASER/CO-PURCHASER ACKNOWLEDGES HE OR SHE HAS READ ALL OF THE FOREGOING AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. NO REPRESENTATIONS HAVE BEEN MADE THAT ARE NOT SET OUT HEREIN. IF YOU HAVE SIGNED AN ARBITRATION AGREEMENT, IT IS INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT FOR ALL PURPOSES.

PURCHASER ORDER CARD

CO-PURCHASER

**VERBAL PROMISES ARE NOT BINDING
DEMAND THAT PROMISES ARE PUT IN WRITING**

MAKE SURE YOUR SALESPERSON GIVES YOU A SIGNED COMPANY RECEIPT FOR ANY CASH TENDERED.